

EXHIBIT C
(Development Agreement Extension Example)

DEVELOPMENT AGREEMENT EXTENSION

This DEVELOPMENT AGREEMENT EXTENSION (“Extension”), dated _____, 2020 (“Effective Date”), made by and between the CITY OF SCHERTZ, TEXAS, a home rule municipality located in Guadalupe County, Texas (“City”), and [Property Owners Name] (“Landowner”), collectively (“Parties”);

WHEREAS, Landowner owns certain real property located in [County in which the property is in] County, Texas that is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code and such real property being more particularly depicted in **Exhibit A** attached hereto and incorporated into this agreement (the “Property”);

WHEREAS, Texas Local Government Code Section 43.016 requires that before unilateral annexation of a property which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter that a municipality must offer a development agreement to said property owner pursuant to Texas Local Government Code Section 212.172 that guarantees the continuation of the extraterritorial status of the area for a certain time and authorizes the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber; and

WHEREAS, the Parties entered into a Development Agreement that both agree satisfies the requirements of Texas Local Government Code Sections 43.016 and 212.172 and as attached hereto as **Exhibit B**; and

WHEREAS, in recognition of the mutual benefits to be derived from the controlled development of the Property and its guaranteed continued extra territorial status for a certain time, the Parties desire to enter into this Extension, pursuant to Sections 212.172 and 43.016 of the Local Government Code of the State of Texas, to evidence their agreements with respect to guaranteeing the continuation of the extraterritorial status of the land and its immunity from annexation by the City for a period of years, extending the municipality’s regulatory authority over the land by providing for all regulations and planning authority of the City that do not interfere with the use of the area for its currently appraised purpose, authorizing enforcement by the City of certain regulations in the same manner the regulations are enforced within the City’s boundaries and authorizing enforcement by the City of certain agreed upon land use and development regulations; and

WHEREAS, the City of Schertz City Council authorized and approved this Extension at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City of Schertz on _____.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which is hereby acknowledged by the City and the Landowner, the Parties hereto agree as follows:

PURPOSE

The Agreement entered between the Parties was for a period of ten (10) years, after which the City was to begin the process of annexation. In March of 2020, a nationwide and statewide declaration of public health emergency was declared by President Trump and Governor Abbott respectively. Such declarations significantly limited the ability of the City and Landowner to adequately discuss and/or negotiate the annexation of the Property in a manner satisfactory to the Parties. There exists a possibility that the City will begin a review and possible update of the Comprehensive Plan that could influence the future land use in the City. Because of the foregoing factors, the Parties agree that it is in the best interest of the Parties to continue the extraterritorial status of the area for a certain time and authorize the continued enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber.

Therefore, the Parties hereby agree that the Original Development Agreement attached hereto as Exhibit B is hereby extended for a period of two (2) additional years from the effective date. Any terms and conditions of the Original Development Agreement not amended herein shall remain in effect for the duration of the Extension.

Section 1. City Covenants remains and is amended by adding the following: The Parties agree that with respect to municipal services, **Exhibit C** shall constitute a negotiated written agreement regarding services for purposes of voluntary annexation pursuant to the Agreement, and as required by Local Government Code Section 43.0672

Section 2. Landowner Covenants remains and is amended as follows: references to Local Government Code Section 43.035(b)(1)(B) shall be Local Government Code Section 43.016(b)(1)(B) as Redesignated by Acts 2017, 85th Leg., 1st C.S., ch.6 (S.B.6), Section 9, effective Dec.1, 2017.

Section 3. Remedies; No Vested Rights remains and is amended as follows: the reference to Local Government Code Section 43.035(b) shall be Local Government Code Section 43.016(b) as Redesignated by Acts 2017, 85th Leg., 1st C.S., ch.6 (S.B.6), Section 9, effective Dec.1, 2017.

Section 4. Eminent Domain remains unchanged

Section 5. Term; Annexation at End of Term remains and is amended as follows:

(a) The term of this Extension is the earliest to occur of (i) January 1, 2024, (ii) [unchanged] (iii) [unchanged] (iv) [unchanged]

(b) [unchanged]

(c) [add] The City shall conclude any Annexation proceedings commenced under the terms of this Agreement before December 31, 2024 unless an earlier conclusion is required by an applicable statutory timeline.

Section 6. Initial Zoning Upon Annexation is amended as follows: Upon annexation the property shall be zoned in accordance with the uses and procedures set forth in the City's Comprehensive Land Plan and Unified Development Code.

Section 7. Sale of Land; Change in Exemption Status remains unchanged

Section 8. Recordation remains unchanged

Section 9. Subsequent Change in Law remains unchanged

Section 10. Survival remains unchanged

Section 11. No Implied Waiver remains unchanged

Section 12. Successors and Assigns remains and is amended as follows: [add] The parties may not assign this Agreement to any other person or entity without the prior written consent of the other; provided, however, that no such assignment shall operate to release the assigning party from its obligations hereunder. This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the City and the Landowner and their respective successors and assigns, including all future owners of the Property.

Section 13. Approvals or Consents remains unchanged

Section 14. Addresses and Notices is amended as follows:

If to the Landowner:

Property Owners Name

Property Owners Mailing Address

Section 15. Severability remains unchanged

Section 16. Merger remains unchanged

Section 17. Cooperation remains unchanged

Section 18. Governing Law remains unchanged

Section 19. Counterparts remains unchanged

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, by the Parties hereto have executed this Extension by duly authorized representatives, all as of the Effective Date first above written.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Mark Browne City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

THE LANDOWNER:

By: _____

Name: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020 by [Property Owners Name].

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____